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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

BOARDS OF TRUSTEES OF THE
NORTHWEST IRONWORKERS
HEALTH AND SECURITY FUND,
NORTHWEST IRONWORKERS
EMPLOYERS VACATION TRUST,
NORTHWEST IRONWORKERS
RETIREMENT TRUST, NORTHWEST
FIELD IRONWORKERS ANNUITY
TRUST FUND, and NORTHWEST
IRONWORKERS & EMPLOYERS
APPRENTICESHIP & TRAINING
TRUST FUND,

Plaintiffs,

v.

SAK & ASSOCIATES, INC., a
Washington Corporation, UBI No.
602662122, Contractor License No.
SAKASAI926BT,

Defendant.

NO.

COMPLAINT FOR BREACH OF
COLLECTIVE BARGAINING
AGREEMENT (ERISA) AND TO
ENFORCE TERMS OF TRUST
AGREEMENTS

For their complaint, plaintiffs allege as follows:

I. PARTIES, JURISDICTION & VENUE

1 1. Plaintiffs are the Boards of Trustees of the Northwest Ironworkers Health and
2 Security Fund, Northwest Ironworkers Employers Vacation Trust, Northwest Ironworkers
3 Retirement Trust, Northwest Field Ironworkers Annuity Trust Fund, and Northwest
4 Ironworkers & Employers Apprenticeship & Training Trust Fund (collectively, “Trust
5 Funds”).

6 2. The Trust Funds are join labor-management trust funds created under Section
7 302(c) of the Labor Management Relations Act (“LMRA”), 29 U.S.C. § 186(c) and the
8 Employee Retirement Income Security Act (“ERISA”), 29 U.S.C. §1001, *et seq.* as amended
9 (“ERISA”).

10 3. Defendant Sak & Associates, Inc. (hereafter “Sak”) is a Washington
11 corporation doing business within the jurisdiction of the court.

12 4. Subject matter jurisdiction is conferred on this court by Sections 502 and 515
13 ERISA, 29 U.S.C. §§ 1132 and 1145.

14 5. Venue is appropriate in the United States District Court for the Western
15 District of Washington, Division of Seattle, King County under ERISA § 502, 29 U.S.C.
16 §1132.

17 II. FIRST CAUSE OF ACTION: BREACH OF COLLECTIVE BARGAINING
18 AGREEMENT/DELIQUENT CONTRIBUTIONS

19 6. Plaintiffs re-allege the facts set forth in paragraphs 1 through 5 above as if
20 stated fully herein, and further allege as follows:

21 7. At all material times, Sak has been a signatory to a collective bargaining
22 agreement (“CBA”) with the with District Council of Iron Workers of the Pacific Northwest,

1 Iron Workers Local Union 86, which incorporates by reference the Trust Agreements for
 2 Trust Funds. Pursuant to the CBA, Sak is bound by the Trust Funds' Trust Agreements,
 3 which are incorporated into the CBA by reference.

4 8. The CBA and Trust Agreements require Sak to make contributions to the Trust
 5 Funds on behalf of employees performing bargaining unit work.

6 9. At all material times, Sak has employed employees for whom employee
 7 contributions are due under the CBA. At all material times, Sak has failed and/or refused to
 8 timely make required monthly contributions for such employees to the Trust Funds.

9 10. Sak owes the Trust Funds an unknown amount in contributions for January
 10 2014 through current. The total amount due will be proven on motions or at trial.

11 11. Under the terms of the CBA, the Trust Agreements and ERISA section
 12 502(g)(2), Sak is obligated to pay liquidated damages, interest, reasonable attorney's fees,
 13 costs and expenses of suit as a result of its failure to pay the required employee benefit
 14 contributions in a timely manner.

15 12. Sak owes an unknown amount in liquidated damages, in interest, and attorney
 16 fees for the delinquent period of January 2014 through current. The total amount due will be
 17 proven on motions or at trial.

18 III. SECOND CAUSE OF ACTION: ENFORCE TERMS OF THE TRUST AGREEMENTS
 19 – DEMAND FOR AUDIT OF PAYROLL RECORDS

20 13. Plaintiffs re-allege the facts set forth in paragraphs 1 through 12 above as if
 21 stated fully herein, and further allege as follows:

22 14. ERISA permits a fiduciary to bring suit to bring redress violations of the Trust

1 Agreement or enforce provisions of the Trust Agreement. ERISA § 502(a)(3), 29 U.S.C.
2 § 1132(a)(3).

3 15. Sak's CBA and incorporated Trust Agreements authorize the Trust Funds to
4 audit an employer's book and records.

5 16. Sak breached the provisions of its CBA and the incorporated Trust Agreements
6 by failing to submit the payroll requested by the Trust Funds for the period of January 2014
7 through current.

8 17. Sak is obligated under the terms of CBA, ERISA and the Trust Agreements to
9 allow the Trust Funds to complete an audit of its books and records for the period of January
10 2014 through current.

11 IV. PRAYER FOR RELIEF

12 WHEREFORE, the Trust Funds pray for judgment against Sak & Associates,
13 Inc. as follows:

14 A. An order requiring Sak & Associates, Inc. to submit to an audit and provide all
15 requested records for the period of January 2014 through current;

16 B. Judgment against Sak & Associates, Inc. for all outstanding contributions,
17 liquidated damages, and interest found to be due and owing for the audit period of January
18 2014 through current;

19 C. Judgment against Sak & Associates Inc. for all costs and expenses of suit,
20 including attorney fees through the date of judgment herein; and,
21
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1 D. For such other and further relief as this court deems just and equitable.

2 DATED this 25th day of November, 2015.

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4 /s/ Noelle E. Dwarzski
5 Noelle E. Dwarzski, WSBA # 40041
6 MCKENZIE ROTHWELL BARLOW
7 & COUGHRAN, P.S.
8 Attorneys for Trust Funds
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